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Case No. A107095

COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT, DIVISION FOUR

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California nonprofit religious corporation, Petitioner, vs. SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF MARIN, Respondent.	[Consolidated with Case No. A107100]
GERALD ARMSTRONG, Real Party in Interest. Marin County Superior Court Case No. 157680/152229, Consolidated with Case No. CV 021632.	

PETITION FOR REHEARING

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PETITION FOR REHEARING

Real party in interest Gerry Armstrong "Armstrong" hereby petitions for a rehearing of this Court's decision of October 19, 2005 granting Scientology's petition for writ of certiorari or mandate. Armstrong respectfully submits that this Court committed factual and legal errors, which, if corrected, would require this Court to affirm the trial court's May 20, 2004 order re sentences, or to direct the trial court to conduct a contractual unconscionability evidentiary hearing.

I. Factual Errors

The most gargantuan factual error in this Court's decision is its removal and isolation of the few provided facts, some misleading and some flat out erroneous, from the real picture, from the real context, and from all that context's real facts. This Court's slim and erroneous facts and its avoidance of enormous sections of relevant reality create the appearance in reality of conscious cruelty.

No one is more aware of the facts, of course, than Armstrong, and he is factually indisputably Scientology's target and victim in this case and far beyond. He has an inalienable human right to not be persecuted, and everything he writes and says is a proclamation that he *cannot* be persecuted. The California Courts' files, and the record in this Court alone, document the reality he lives and discusses beyond any rational argument. This reality can be ignored, as this Court has done, but the reality cannot be opposed or argued against, since arguing against something requires addressing it. This Court improperly ignored reality *and* improperly made itself the trier of fact within the unreality left over in order to do what this Court, possessing the record it possessed, knew was unconscionable, apparently because it *is* unconscionable.

This Court states:

> In December 1986, the parties entered into a settlement agreement under which CSI paid Armstrong, a former Church member, $800,000 in exchange for his dismissal of claims against CSI.

The evidence is that in December 1986, the parties entered into a settlement under which Armstrong received payment of a certain monetary sum that was a portion of a total sum of money paid to his attorney Michael J. Flynn to settle all of the claims of Mr. Flynn's clients. Ex. 1, p. 2, para. 3.

The evidence is also that under the agreement Armstrong dismissed his claims against the officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel of CSI; Church of Scientology of California, its officers, agents, representatives, employees, volunteers, directors, successors, assigns

and legal counsel; Religious Technology Center, its officers, agents, representatives, employees, legal counsel; volunteers, directors, successors, assigns; and all Scientology and Scientology affiliated organizations and entities and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; Author Services, Inc., its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel; L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor; Author's Family Trust, its beneficiaries and its trustee; and Mary Sue Hubbard ("releasees" or "beneficiaries.") Exs. 1, p.1, para. 1.

This Court has committed significant factual errors throughout its decision by trying to make this case and the matter before this Court appear far more about the faceless corporate fiction CSI than the case and matter really are.

It is uncontroverted that all of the beneficiaries including CSI are under the control of one person David Miscavige ("Miscavige"), who succeeded Scientology founder L. Ron Hubbard ("Hubbard") as supreme director of the Scientology enterprise after Hubbard's death in 1986. RApp. 14:24,25; 260:25-28. Miscavige, as Scientology director, is also clearly a beneficiary, and as the supreme director of Scientology he is the sole beneficiary-maker. If Miscavige decides to assign the benefits of the Armstrong contract to every entity and every person in the world, every entity and person in the world becomes a beneficiary.

This Court states:

> In addition, pursuant to paragraph 7.D. of the agreement, Armstrong agreed to maintain confidentiality concerning his experiences with CSI and not to publish orally or in writing any information about his experiences with or knowledge of CSI and its affiliated individuals and organizations.

This is really not true, and creates a very inaccurate picture. The evidence is that paragraph 7.D. states that Armstrong agreed to maintain confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or

any of the individuals and entities listed as beneficiaries or releasees in paragraph 1 of the contract. Exs. 1, p.6,7.

CSI is not the Church of Scientology. This Court cannot simply pronounce it so in order to have some fact to make its decision look reasoned. There is no corporate entity called "the Church of Scientology." Only the whole Scientology enterprise as a *religion* is the Church of Scientology. CSI, as has already been shown is not even a named organization in the contract's paragraph 1. CSI's officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel are included on the list, but *not* CSI. The one corporate Scientology entity that this Court has identified as the one corporate Scientology entity Armstrong is prohibited by contract from discussing is the one corporate Scientology entity noticeably not included on the list of named corporate Scientology entities that the contract actually prohibits him from discussing.

It is true that CSI can be lumped in with the "Scientology and Scientology affiliated organizations and entities" included in the paragraph 1 beneficiaries list, and Armstrong is not arguing that CSI is a corporate Scientology loophole, which, because of its specific absence from the beneficiaries list, he is permitted to discuss. If that were so, he would obviously be tempted to make what he discusses, as this Court has done erroneously, all about CSI. But that would be totally dishonest.

Armstrong had left Scientology before CSI ever started operating as CSI, and he had no experiences with CSI to speak of to discuss. Armstrong *did* have twelve and a half years of experiences in the Scientology *religion*, and it was these experiences with the *religion*, not with CSI, that the contract prohibits him from discussing.

It is true that CSI is one of Scientology's corporate entities that Miscavige uses to sue Armstrong and to persecute him in this and other Courts. For that reason, obviously, Armstrong does discuss CSI as plaintiff, appellant, petitioner, and abuser of the judicial system herein. In fact, as even this Court must admit, it is impossible for Armstrong not to discuss CSI since it is impossible for him to even write this brief without discussing CSI and his experiences with CSI. Although it is impossible for

him not to discuss CSI, however, he rarely ever actually discusses CSI, because CSI is an essentially meaningless fiction. What Armstrong almost constantly discusses is just about everything else in the Scientology *religion*.

This Court obviously has found it helpful for reaching the erroneous and unjust conclusion and decision it has reached to link Armstrong's utterances, which constitute his breaches of the contract and his violations of the injunction, to CSI, the plaintiff and petitioner corporation herein. But CSI is just one of countless named and unnamed entities and individuals who comprise the beneficiaries. Exactly who or what all these beneficiaries are, Armstrong doesn't know, and he believes that neither this Court nor the trial court know. Even CSI doesn't know. Only David Miscavige knows who or what the beneficiaries are because he is the sole beneficiary-maker. If he declares that CSI is no longer a Scientology affiliated organization, which he alone can do, CSI disappears as a "beneficiary" altogether.

This Court states:

> Paragraph 7.D. also contained a liquidated damages provision under which Armstrong agreed that CSI was entitled to liquidated damages in the amount of $50,000 for each breach of the agreement.

The evidence is actually that Paragraph 7.D. also contained a liquidated damages provision which states that Armstrong agreed that CSI *and the other beneficiaries* would be entitled to liquidated damages in the amount of $50,000 for each breach. Ex. 1, p.7. Who or what these other beneficiaries are is not known but it is believed that they number in the millions or billions.

Armstrong does not know if someone on this Court, or perhaps the whole panel, are agents of Scientology, and there has been no showing that he does know. As this Court is aware, the Scientology enterprise in its core and in operation is an intelligence organization, RApp. 258:27-259-5, and it has had agents in the U.S. justice system at least as early as the 1970's. See, e.g., *U.S. v. Heldt*, 215 U.S.App.D.C. 206. Clearly Scientology has agents and beneficiaries in the judiciary.

In technical fact, because Scientology is at war with Armstrong and his *religious* class of "Suppressive Persons," any apparent wogs such as this Court that so clearly abet Scientology's efforts to harm an SP, cannot but be considered Scientology's agents. Armstrong has defined the terms "wogs," "Suppressive Persons" or "SPs, and the related terms of "fair game," and "black propaganda" or "black PR" in the record before this Court. See, e.g., RB, pp. 1,2, n.1,2, p. 4. R. App. 258:12-262:14.

Armstrong's reasonable response to the reality of this uncircumscribed horde of unknown beneficiaries around the world is to assume that anyone he could possibly discuss, or discuss anything with, is an agent, assign or some sort of beneficiary of Scientology's unconscionable contract, so he proceeds and communicates as God guides him. This Court has itself failed to identify the contract's beneficiaries, while glaringly misidentifying CSI as the one entity *entitled* to $50,000 for each breach.

The reality is, very clearly, that if, including agents, there are 10 million beneficiaries, which Scientology states publicly that even without all its agents there are, then CSI's cut of the liquidated damages penalty for each breach is ½ cent. This too, would not fit well in the tortured decision this Court needed in order to abet Scientology's torture of Armstrong, of course, so this Court altered the facts to make CSI appear to be the sole beneficiary entitled to the whole $50,000 per utterance, and consequently wholly entitled to jail Armstrong. CSI's cut of the $10,050,000 it was seeking in liquidated damages was actually $1.01, and CSI should have brought this case in small claims court. CSI's actual "benefit" from the 28 days in jail that this Court has given to CSI to torture Armstrong is just under a quarter of a second.

This Court states:

> The court also enjoined Armstrong from voluntarily assisting anyone other than a governmental entity engaged in litigation against CSI or defending a claim against it; facilitating the creation, publication, broadcast or writing of any work referring to CSI; or discussing CSI with anyone other than an immediate family member or his attorney.

The evidence is that the Marin Superior Court, specifically Judge Gary W. Thomas, enjoined Armstrong from voluntarily assisting any person, not a governmental organ or entity, intending to make, intending to press, intending to arbitrate, or intending to litigate a claim, regarding such claim or regarding pressing, arbitrating, or litigating it, against CSI, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel; Church of Scientology of California, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel; Religious Technology Center, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel; Church of Spiritual Technology, its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel; all Scientology and Scientology affiliated Churches, organizations and entities, and their officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel; Author Services, Inc., its officers, directors, agents, representatives, employees, volunteers, successors, assigns and legal counsel; the Estate of L. Ron Hubbard, its executor, beneficiaries, heirs, representatives, and legal counsel; and/or Mary Sue Hubbard; voluntarily assisting any person, not a governmental organ or entity, defending a claim, intending to defend a claim, intending to defend an arbitration, or intending to defend any claim being pressed, made, arbitrated or litigated by any of the beneficiaries, regarding such claim or regarding defending, arbitrating, or litigating against it; voluntarily assisting any person, not a governmental organ or entity, arbitrating or litigating adversely to any of the beneficiaries; facilitating in any manner the creation, publication, broadcast, writing, filming audio recording, video recording, electronic recording or reproduction of any kind of any book, article, film, television program, radio program, treatment, declaration, screenplay or other literary, artistic or documentary work of any kind which discusses, refers to or mentions Scientology, the Church, and/or any of the beneficiaries; discussing with anyone, not a member of Armstrong's immediate family or his attorney, Scientology, the Church, and/or any of the beneficiaries.

Why this Court would so misinterpret Scientology's contract to create the deliberately false picture that the contract and injunction prohibited Armstrong from discussing a single Scientology entity, CSI, which Armstrong rarely discusses, while this Court ignores the fact and the evidence that the contract and injunction prohibit Armstrong from discussing the whole Scientology *religion*, is obvious. If this Court had acknowledged in its "facts" that Armstrong is prohibited by the contract and injunction from discussing the *religion* of Scientology and his *religious experiences* in the *religion* of Scientology, this Court would have much less of an excuse to avoid addressing the issue of these documents' unlawful deprivation of Armstrong's *religious liberty* guaranteed by the U.S. Constitution's First Amendment and by other U.S. and California laws.

This Court cannot but know that what Armstrong is actually prohibited from discussing is the Scientology *religion* and his *religious experiences* in the Scientology *religion*, yet this Court does not address this fact. Instead, this Court invents facts to make it appear that Armstrong is prohibited from discussing CSI. What this Court has done is equivalent to a Court not addressing the fact that a person is prohibited by "contract" from discussing the *Christian religion* or his *religious experiences* in the *Christian religion*, when that is the truth of the matter, and instead inventing facts to make it appear that the person is prohibited from discussing his experiences in the Little Corner Church of Christ, when he had never been in the Little Corner Church and had no experiences in it. It just makes it look ever so much more lawful and fair for a secular court to assess a person $50,000 per utterance and jail him for discussing his experiences with a corporation rather than a *religion*.

CSI does not control the whole Scientology religion, what is or is not the Scientology religion, or what is or is not a religious experience in the Scientology religion, any more than the Little Corner Christian Church controls the global Christian religion, controls what is or is not the Christian religion, or controls what is or is not a religious experience in the Christian religion. Only a thoroughly depraved leader of a Christian Church corporation like the Corner Church would use the secular

courts to enforce a "contract" that prevented a person from discussing his *Christian religious* experiences and even his *Christian religious beliefs*, assessed $50,000 in liquidated damages against him for every utterance about his *Christian experiences* and *beliefs*, and jailed and fined him if he did discuss his *Christian religious experiences* and *beliefs*. Only thoroughly cruel secular judges would change the facts in order to abet the depraved Christian leader's efforts to enforce such a contract.

The same is true with Scientology. What it is doing in this very case shows Miscavige to be the depraved leader whose efforts this court abets. He is directing the Scientology church corporation CSI to use the secular courts to enforce a "contract" that prevents Armstrong from discussing his Scientology *religious experiences* and *religious beliefs*, assesses $50,000 in liquidated damages against him for every utterance about his Scientology *religious experiences* and *beliefs,* and jails and fines him if he discusses his Scientology *religious experiences* and *beliefs*. This court's alteration of the facts to conceal what it wants to punish Armstrong for discussing; that is, his *religious experiences* and *beliefs* in relation to the Scientology religion, in order to make it appear that this Court is punishing him for discussing his experiences in CSI, in which Armstrong was never a member, is very thoroughly cruel. In its opinion, this Court even quotes paragraph 7.D., wherein CSI is not mentioned at all, so there is no excuse, on the decent side of willful cruelty, for this Court to make this matter all about a corporation and not mention *religion* when this matter is all about *religion*.

This Court states:

> The court entered a second order of contempt on February 20, 1998, finding that Armstrong violated the injunction in 13 separate incidents between September 2, 1997 and November 26, 1997, including disseminating a documentary work about CSI on the Internet.

Although it is true that Judge Thomas' second contempt order did find that Armstrong's injunction violations included disseminating a documentary work about CSI on the Internet on or about September 2, 1997, this finding is false. Ex. 10,

104:26-105:3. Appended hereto and incorporated herein by reference thereto is a true and correct copy of Armstrong's Internet posting of September 2, 1997 to which the contempt order refers. This is a true and correct copy of what is identified as "Exhibit E" to the "Declaration of Andrew H. Wilson in support of Ex Parte Application for Order to Show Cause re Contempt." As this Court can see, this posting is not about CSI, but about the Scientology *religion*. Judge Thomas apparently made this false finding of fact because he also sought, in order to accomplish the unconscionable, to avoid the *religion* and *religious liberty* issue.

Armstrong has discussed and demonstrated in a number of documents filed in numerous proceedings what Judge Thomas improperly did to escape saying anything about *religion*. From, e.g., Armstrong's Appellant's Opening Brief in the related appeal before this Court:

> Judge Thomas's ruling on GA's presented defense was incredibly clipped: **"First Amendment: First Amendment rights may be waived by contract. (See ITT Telecom Products Corp. v. Dooley (1989)214 Cal.App.3d 307, 319.)"** (CT 8680)
>
> But Dooley concerns an employee's agreement not to disclose confidential information.
>
> [ ]
>
> This case is different from Dooley because it involves, not confidential information learned on a job, but GA's experiences, now over a 28 year period, with an organization which has subjected him, and continues to subject him, to the nightmare that goes by the name fair game. This case is profoundly different from Dooley because it involves the unthinkable concept of Scn being able to say whatever it wants about GA, in exercise of its free speech right and in furtherance of its fair game doctrine, while he may not exercise his free speech right to defend himself. Pursuant to the SA and the permanent injunction, every Scientologist, every Scn lawyer and every Scn agent can say whatever they want about GA and he may not respond. Dooley does not support such an obnoxious idea.
>
> That "First Amendment [free speech] rights may be waived by contract" does not mean that all free speech rights may be waived by contract. As with all contracts, a contract waiving the very basic right of free speech must be reasonable, and must be legal.
>
> There is a limit, and that is a limit to be decided by the trier of

fact, not hidden away with the gloss that first amendment rights may be waived by contract.

[ ]

H. The Settlement Agreement Violates Freedom of Religion

Scn claims to be a religion, and claims all the extraordinary benefits conferred by the Constitution on religions. It claims that it is organized solely for religious purposes and that its policies and bulletins are "scriptures." (SS 138-143, CT 8522-4; revised by-laws, CT 7746, 7748,9)

It is axiomatic that there is no freedom of religion where there is no freedom to criticize, oppose or reform religion. The US was founded in great part by people fleeing "religious persecution" for opposing, criticizing or seeking to reform a religion which had the power, often provided by the State, to persecute them. The US recognized the need for its citizens to be free from religious persecution in the Religious Expression and Religious Establishment Clauses in the First Amendment to the Constitution.

Religious expression in the US has traditionally only been limited by an overriding State interest or need; e.g., to maintain peace, safety or morality. It is not permitted to destroy a fellow citizen as an expression of one's religion. It is not permitted religious expression to yell "hell fire" in a crowded theater. It is not permitted to enter private property, to wiretap, to steal, or to commit fraud, although called for in one's religious "scriptures."

The prohibition against the State's establishment of a religion has traditionally been interpreted to mean that no religion will be favored or given more support by government than any other religion. Christianity and Christians, Buddhism and Buddhists, and Scientology and Scientologists will be treated by government and all its branches in every way equally. Also anti-christians, anti-buddhists and anti-scientologists will be treated in every way equally.

With its SAs Scn is attempting to suppress and eliminate criticism; as well as opposition and reformation efforts. Any court's enforcement of Scn's SA necessarily involves the State in one religion's suppression and elimination of criticism. Judicial enforcement also results in the promotion and establishment of Scn by the removal of opposition to promotion and establishment. Unless the State is also willing to become involved in and support every other religion's suppression or elimination of criticism, it may not assist Scn in its campaign.

It is, however, inconceivable that any US Court would prosecute someone who under any circumstances signed a contract which required that he not discuss God, Jesus Christ, the Holy Bible, or

his experiences in the Christian religion; or for that matter Allah, Islam, Mohammed, the Koran, the Vedas, Krishna, or Xenu. Scn must learn that no Court will or may prosecute someone for breaking one of its unholy contracts which requires that he not discuss L. Ron Hubbard, Scn, Scientologists, Scn scriptures and the person's experiences in that religion.

It is inconceivable that a Christian church in the US would do what Scn has done to silence its critics. But even Christianity, although it would never silence anyone about itself, must not be given the opportunity. Therefore Scn's efforts to silence its critics and prevent discussion of itself must not be given judicial support. Its SAs must be ruled to judicially unenforceable.

The acceptance of criticism, opposition and calls for reform must be the natural balance to the extraordinary benefits conferred on religions. Scn chose to call itself a religion, and, when it did so, in this country, it also had to accept its critics' freedom to criticize it without State intervention.

Scn's SA impermissibly creates a religious discrimination by prohibiting GA from assisting anyone adverse to its, a religion's, interests. If such a contractual, and now judicially enforced, prohibition of help is legal along religious lines, it could be equally as legal along racial lines, or political, or sexual. But no court would consider enforcing a contract which required non-assistance to Chinese people, Conservatives, or women. No court should also consider enforcing Scn's contract.

It is abundantly clear in the reading of the complete record (and GA prays that this Court will take the time to do so) that GA has believed throughout this litigation in the existence of God. (See, e.g., GA 6/21/91 letter, CT 7482-98) It clear that he has come to believe that his being involved in this case, and indeed all of his persecution by Scn, is for God's Purpose. (See, e.g., SS 146-156, CT 8525-39; 5894-923) It is also clear that he sees fair game as a terrible evil, and sees Scn's SAs and their enforcement as part of that evil.

The *Holy Bible* is certainly clear that God is intimately involved with man, religion and justice. He sends His prophets to decry injustice. The Court cannot say that GA is not guided by God. If GA had done something to disturb the peace or threaten public safety, the State can act against him. But here there is no question of peace, safety or morality; there is only a person speaking out to decry injustice, to decry what he sees as a real threat to peace, safety and morality. There is only a person speaking his thoughts. No US Court can say these are not God's thoughts. GA's words are religious expression about a religion, and they must be left completely free of State control.

> By the direction of God or not this Court has the opportunity to do a great work and eliminate a great evil. It is great not because GA is great, but because the freedom of every person to freely express his conscience, freely tell the truth and freely help any of his fellows is great. AOB-A075027, 45-50.

Dooley actually states, as a dictum, since the Defendant Dooley was apparently not asserting freedom of speech as a defense but was asserting the litigant's privilege: "**Moreover, it is possible to waive even First Amendment free speech rights by contract**." (Emphasis added) *Dooley* says *nothing* about how possible it is to waive **First Amendment *religious* rights**. Judge Thomas' dropping *Dooley's* ***free speech*** qualifier for the purpose of avoiding and consequently eliminating Armstrong's ***religious rights*** and ***religious defenses*** is unconscionable, and has led to ten years of unconscionable results.

Judge Thomas made another false finding of fact about CSI in the same contempt order, stating that Armstrong caused to be disseminated on the Internet "a letter written to the Hon. Alfonse D'Amato concerning the efforts of CSI to combat religious discrimination in Germany." Exs. 10, 105:21-25. Again there is no mention of CSI in this letter, again the letter is all about the Scientology *religion* and Armstrong's *religious experiences* and *beliefs* in relation to the *religion*, and again why Scientology and Judge Thomas would want to make Armstrong's expressions appear to be about CSI when his expressions are not about CSI is obvious. Scientology and Judge Thomas sought to avoid the *religion* and *religious liberty* issue, because addressing this issue would reveal that the injunction that prohibited Armstrong's *religious expressions* of his *religious experiences* and *religious beliefs* in relation to the Scientology *religion* is a lawfully impermissible deprivation of Armstrong's constitutionally guaranteed *religious freedom*.

Although this Court does *not* have in the record before it Armstrong's religious expressions of his religious experiences and religious beliefs in relation to the Scientology religion for which Armstrong was found in contempt in Judge Thomas' second contempt order (Ex. 10), Marin Superior Court Judge Lynn Duryee *did* have

those religious expressions in the record before her when she issued her order re sentences that this Court has now gutted. Judge Duryee wrote in her order:

> After hearing opening statements of the parties, taking judicial notice of the various pleadings and papers on file herein, and in the consolidated actions, Church of Scientology International v. Armstrong, Case No. 152229 and Church of Scientology International v. Armstrong, Case No. 157680, the Court made the following ruling:

Thus Judge Duryee had a far more complete record before her than this Court has had, including Armstrong's actual religious expressions for which Scientology wants him jailed, in order to arrive at her conclusion and ruling remitting Armstrong's punishment for those religious expressions because such punishment was unconscionable. This Court finds conscionable what Judge Duryee ruled unconscionable on less evidence than Judge Duryee had before her and on evidence this Court has itself invented.

Armstrong should not be faulted or penalized for not making these particular *religious expressions* part of the record on appeal to show they were not about CSI. It is not reasonable to expect anyone would prophesy that this Court would go as far as it has to alter the evidence and facts and to select earlier false statements of fact in the record in order to make this case and Armstrong's utterances appear to be about CSI when the case and his utterances are not about CSI at all but about *religion*.

This Court states:

> On April 2, 2002, CSI filed another action for breach of contract against Armstrong again seeking to recover liquidated damages for Armstrong's breaches of the settlement agreement. CSI alleged 201 breaches of paragraph 7.D. of the agreement requiring Armstrong to maintain confidentiality about CSI and sought liquidated damages in the sum of $10,050,000.

Again, the evidence is that in its complaint CSI did not allege that paragraph 7.D. required Armstrong to maintain confidentiality about CSI. That paragraph required that Armstrong maintain confidentiality with respect to his experiences with the Scientology *religion*, the named beneficiary *religious* corporations, which do not

include CSI, and all the millions of unnamed *religious* beneficiaries among whom CSI is but one.

The Court in the case of *CSI v. Richard Behar and Time Warner, Inc.* 806 F.Supp. 1157 ran into the same "confusion" Scientology was generating between "Scientology," the *religion* or *cult,* and "CSI," a single corporate entity within the global enterprise. That Court, however, confronted, addressed and resolved the "confusion:"

> To the extent that the Behar Article uses the term "Scientology," Chief Judge Walker is of the view that the term as used denotes a belief system, or, as the Article puts it, a "cult," and that therefore references to "Scientology" are not "of and concerning" the plaintiff Church of Scientology International of Los Angeles, California. This is true as surely as invective directed generally at Catholicism cannot be considered defamatory of an individual Catholic or a particular parish church; such "group libels" are not actionable by discrete members of the group. See [Cites]. Chief Judge Walker also believes that the district court correctly concluded that the Article's references to individual Scientologists could not be "of and concerning" CSI

This Court, on the other hand, has embraced and even *added* its "facts" to the Scientology-CSI "confusion," and has done so for the wholly unlawful purpose of depriving Armstrong of his rights to a reasonable defense so as to punish him unconscionably. This is, of course, the same punishment that Judge Duryee found unconscionable and remitted in her order re sentences, which this Court has eviscerated. Thus what this Court is doing *in toto* is unconscionable, and this Court's factual, legal and logic errors and gross omissions to achieve that unconscionable result are each unconscionable.

It should be noted that whereas Scientology falsely accused the Behar & Time defendants of libeling CSI, Scientology falsely accuses Armstrong of telling the truth about CSI, the corporation. What Behar, Time and Armstrong were all doing, however, was telling the truth about Scientology, the *religion* or *cult.* This Court has a duty to tell the truth about what Armstrong is telling the truth about.

This Court states:

> Armstrong makes several arguments challenging the validity of the contempt orders. He contends that the first contempt order was improper because he was within his rights to submit a declaration in a CSI litigation matter despite the contract prohibiting him from doing so because he was reporting a crime to the court.

The litigation in which Armstrong submitted a declaration to the presiding judge, and which resulted in the first contempt order, was *not* a CSI litigation at all. It was the case of *Religious Technology Center v. Grady Ward*, United States District Court for the Northern District of California, Case No. C-96-2027 RMW. R. App., 13-57. The *Ward* litigation is clearly identified as an *RTC* case throughout the record before this Court, and this Court misidentifies the litigation as a CSI litigation to help itself reach its improper decision. It is true that it was a *CSI* attorney Andrew Wilson who threatened Armstrong with prosecution in State Court if Armstrong complied with a Federal subpoena *duces tecum* served on him in the *Ward* case, but it was an *RTC* case in which Armstrong was subpoenaed, in which he was threatened by the CSI attorney, and in which he reported the threat by his declaration to the presiding judge.

Armstrong certainly does contend that the contempt order was improper because he was within his rights to submit a declaration to the presiding Federal Judge despite the contract prohibiting Armstrong from doing so because he was reporting a crime to the court. This contention is, however, an almost irrelevant part of what Armstrong actually contends made his submission of his declaration to the Federal Judge within Armstrong's rights. This Court's omission of the rest of what he contends creates a false picture of what Armstrong actually did and actually contends.

This Court does not mention anywhere that Armstrong was *subpoenaed* in the *Ward* case to produce the very declaration he produced and sent to the presiding Federal Judge. RApp. 10. This Court does not even mention that Armstrong was subpoenaed at all, despite this being detailed in the declaration, for which this Court says he must be jailed, and in his opposition ("Opp") to Scientology's writ petition. Opp., pp. 6-16. This Court does not mention that Scientology attorney Wilson threatened Armstrong with prosecution if Armstrong produced the documents he had

been commanded by subpoena to produce. This Court does not mention that Armstrong believes it to be not only his right but his duty to have sent the declaration to the U.S. District Court Judge. Opp. 13,14.

The linking of the validity of the first contempt order, or Armstrong's arguments concerning its validity, to the contract's clauses prohibiting what Armstrong did is irrelevant, misleading and silly. The *contract* did not permit Armstrong to communicate one word about his experiences or beliefs to any government department, agency or official. Of course this is patently unlawful. Even Scientology knew it couldn't get Judge Thomas to sign off on enforcement of such a clearly unlawful concept, so Scientology wrote into the injunction's various prohibitions the "*not a governmental organ or entity*" exception. Ex. 5, 90,91. Judge Thomas *did* sign off on those exceptions.

It is, of course, the injunction, not the contract, no matter what the contract said, that related to the contempt order's validity and Armstrong's arguments thereon. Since the U.S. District Court is unquestionably a governmental organ or entity, Armstrong had an unquestionable right to send his declaration to that Court for a number of reasons, including the injunction's "*not a governmental organ or entity*" exception. Thus Armstrong's sending the declaration to the Federal Court could not have been a violation of the injunction. That Judge Thomas found Armstrong guilty of violating the injunction that was Judge Thomas' own order, when Armstrong clearly did not violate that injunction, no matter how unlawful the injunction might be, has always been very fishy.

Pursuant to the *injunction*, Armstrong *could* communicate with any government agency for any reason, whether it helped that agency or not, or anyone else or not, and not just because what he had to communicate was a crime report. Armstrong wrote as much in his declaration reporting Scientology's threatening him.

> This order does not, however, prohibit me from voluntarily assisting a person judging litigations involving the order's "beneficiaries." I believe that the United States District Court is a "governmental organ or entity"

> excluded from the prohibitions of the order. [ ] I am therefor providing the original of this declaration to the Court. RApp. 17:6-1.

What Armstrong reported *was* a crime by Scientology's lawyer, of course, specifically a violation of 18 U.S.C. §1512, "Tampering with a Witness, Victim, or an Informant." Opp. 12-13. Thus Armstrong was doubly legally justified in sending his crime report by declaration to the presiding judge in the Federal Case in which the crime occurred.

Each one of the facts Armstrong has given here concerning his sending his crime report to the governmental organ or entity presiding in the Federal case in which Armstrong had been subpoenaed and threatened is enough to make any fair court conclude that jailing Armstrong for what he did is unconscionable and remit the sentence Judge Thomas had dishonestly imposed on Armstrong for reporting that crime. All of these facts were before Judge Duryee because all of these facts are in the record in the consolidated cases, which, as she states in her order discharging the contempts against Armstrong, she took judicial notice of before making that ruling.

This Court does not mention that Armstrong was never served with Scientology's application for an order to show cause re contempt in the first contempt matter, or served with the OSC re contempt. This Court does not mention that Armstrong had left California and was in Canada before Scientology filed its application. This Court does not mention when Armstrong was in Canada, of course, because Armstrong's never having been served with Scientology papers that resulted in the first contempt order would be an undeniably valid reason for the remission of the punishment the contempt order inflicted, even if Armstrong had actually violated the injunction, which in this instance he had not.

This Court states that in his opposition to Scientology's third OSC re contempt, which was filed in January 2001, "Armstrong further averred that he was living in British Columbia, Canada." This is deceptive because it omits the important reality that Armstrong had been in Canada in 1997, *before* Scientology sought to have him punished for his crime report declaration to the Federal Judge, and that Scientology

had never served him with its papers that resulted in the contempt order. This Court also doesn't mention that Armstrong still lives in Canada.

This Court does not mention that the contempt order omits any mention of Armstrong being subpoenaed in the *Ward* case in U.S. District Court to produce documents, including the crime report declaration. This Court does not mention that the contempt order omits any mention of Scientology's attorney threatening Armstrong with prosecution pursuant to the injunction the State Court found Armstrong had violated. This Court does not mention that the contempt order, while stating falsely what Armstrong recites in his crime report declaration as to why he sent it to the Federal Judge, omits completely Armstrong's actual recitation in that declaration of why he actually sent it.

Judge Thomas' contempt order states:

> January 26, 1997, ARMSTRONG sent a document entitled DECLARATION OF GERALD ARMSTRONG to United States District Judge Ronald M.Whyte. Judge Whyte was at the tine presiding over three cases in which the plaintiff is RTC. In the Declaration, ARMSTRONG recites his understanding that he was prohibited from sending such a Declaration directly to litigants and states that he is instead sending it directly to Judge Whyte in the hopes of influencing his decision on a pending matter. Exs. 8, 100.2-9.

This is simply false. What Armstrong actually recited as his understanding was:

> On January 23, 1997 I received in the mail from Grady Ward a subpoena, [ ] for production of documents in his case.
>
> [ ] On January 24 I received from attorney Andrew H. Wilson a fax letter[ ] threatening prosecution in Armstrong IV if I provide documents to Mr. Ward pursuant to his subpoena. This letter is frightening to me, and supports why I am sending this declaration directly to the Court, and why the "settlement agreement" and the Thomas order are illegal. RApp. 55:13-22.

This Court does not mention that all of the utterances for which Armstrong was found in contempt of court in the second contempt order were uttered outside the U.S. This Court does not mention that the overwhelming majority of utterances for which Armstrong was found in contempt of court in the third contempt order were uttered

outside the U.S. This Court does not mention that Armstrong is a Canadian citizen. Mentioning that Armstrong is a Canadian and that his utterances comprising his *religious expressions* about the Scientology *religion*, were uttered in Canada or in Europe, of course, would necessitate addressing whether this Court had jurisdiction at all to punish him for those *religious expressions*. Armstrong has clearly expressed his belief in his opposition to Scientology's writ petition that neither this Court, nor any court anywhere lawfully has that jurisdiction. Opp. 6-38.

This Court acts as if it believes it has the authority to punish Armstrong in California for his *religious expressions* outside the U.S. This issue is clearly what the case and record in this Court are all about, even though this Court completely avoids the issue. This Court clearly desires to punish Armstrong, even to the extent of inventing facts to help it achieve a result already ruled unconscionable. This Court is accomplishing Armstrong's punishment, moreover, by willfully failing to address the facts and laws that challenge and in fact bar this Court's assumption of the jurisdiction it has assumed.

This Court does not mention that the overwhelming majority of Armstrong's expressions for which this Court wants to punish him were expressed *after* the U.S. enacted the *International Religious Freedom Act* ("IRFA"), 22 U.S.C. §§ 6401-6481, in January 1998. In his opposition brief, Armstrong discussed the IRFA in detail and the fact that the contract, injunction, contempt orders and their punishment are in willful violation of the IRFA. Opp. 29-38. This Court makes no mention whatsoever of the IRFA or its relationship to Armstrong's contempts.

If this Court had acknowledged the IRFA, and that Armstrong claimed his *religious expressions* were protected, and in fact *encouraged* by the IRFA, and could not be stripped from him by *contract*, or by some California Court, this Court would have to address the *religious freedom* issue. Addressing the *religious* issue would reveal Scientology to be exactly the kind of *religious* persecutor that the IRFA was enacted to protect people like Armstrong against. Even while omitting any mention of the IRFA, this Court still finds space to state that Armstrong had not shown that in

violating the injunction he operated under an honest mistake of law. This Court is not being honest about a whole set of honest mistakes of law, which in reality are not mistakes at all.

This Court does not mention that Armstrong is a member of a psychoterrorized *religious* class, the "Suppressive Persons" or "SPs," or even mention the SPs at all. This Court says nothing about the "Suppressive Person" doctrine, which is undeniably *religious* as the key doctrine in Scientology *religious scripture* that directs Scientology's and Scientologists aggressive, dishonest and threatening actions toward Armstrong. He provided a wealth of evidence about the SP doctrine and its application as "fair game" in the record before this Court, which this Court ignores. See, e.g., Opp. Pp. 23-26, RApp. 258:12-262:14. This Court doesn't mention that Armstrong's wife is a declared SP, that Scientology declared Armstrong an SP in 1982, and considered him an SP at all times he expressed the subject *religious expressions*.

> Armstrong is a founder of the Suppressive Person Defense League ("SPDL"), dedicated to uniting SPs, defending SPs against beastification, attack and menace, and bringing SPs to stand up to Scientology. Suppressive Persons form a religious class and minority persecuted by Scientology, Scientologists and their agents. Armstrong believes that to prevent him, a declared SP, from assisting his own people and class against being beastified, attacked, menaced and obliterated by Scientology is no different than preventing a Jew from assisting his own people and class against being beastified, attacked, menaced and obliterated by, e.g., a Nazi cult. Armstrong and his wife Caroline, whom Scientology also declared a "Suppressive Person," maintain an SPDL web site to assist SPs, defend them against Scientology persecution, and oppose the persecutors. RApp.171, 172, 177, 179, 186-188, 195, 224, 237-243, 248-254; 258-262, 272.
>
> Re: "Fair Game" and the "Suppressive Person" doctrine, also see, e.g., *Allard v. Scientology*, (1976) 58 Cal. App. 3d 439, 129 Cal. Rptr. 797; *Wollersheim v. Scientology* (1989) 212 Cal.App.3d, 872; *Scientology v. Armstrong* (1991) 232 Cal.App.3d 1060 , 283 Cal.Rptr. 917; *Scientology v. Wollersheim* (1996) 42 Cal.App.4th 628.

This Court makes no mention of the facts that Scientology is waging a war on SPs, and that Armstrong is a strategic SP target in that war. This Court makes no mention of Scientology's *religious scriptures* ordering Scientology's troops to raid and harass SPs; cut off their communications, funds and connections; deprive them of political advantages, connections and power; create a frenzy of hate against them; degrade their image to beast level; wage a war of total attrition on them; and just go all the way in and obliterate them. See, e.g., Opp., 23-26; RApp. 1-3.

This Court makes no mention of the fact that in execution of its *religious* doctrine, Scientology agents since 1982 have, *inter alia*, physically battered Armstrong on six occasions; run into him bodily with a car; terrorized him on a highway in California and an autobahn in Germany; attempted multiple times to have him charged criminally on false evidence, including with the LA DA, the FBI, and the prosecutor in Ekaterinberg, Russia; sued him six times; drove him into bankruptcy; run covert intelligence operations on him; attempted to entrap him in sting operations; filed numerous false statements about him in legal proceedings; broke into his car and stole extremely valuable documents and artwork; terrified his neighbors and his family; threatened to assassinate him; forged hundreds of Internet postings, including racist postings, over his name; and created and disseminated countless black PR attacks on him around the world, including to government agencies, media and the clergy. See, e.g., Opp, 4,5; RB, 9-30; RApp. 261:25-262:14.

This Court makes no mention of Armstrong being the founder of the Church of Wogs ("CoW"), a principally Internet church and religion, or even mention that Armstrong *is* a wog, another *religious* and *racial* denomination created by Scientology *religious scripture*. This Court does not mention that Armstrong's *religious expressions* for which Scientology wants him jailed and fined are also CoW's *religious scriptures*. This Court has avoided confronting CoW, and Armstrong's *religious* role in CoW and in the wog race and wog *religions,* because addressing these realities would require this Court addressing the *religious issue* in this matter before it, and that

would thwart this Court's desire to unconscionably punish Armstrong for the Scientology *religionists*. RApp. 272:4-17; Opp. 22,23.

To avoid the *religious* issue at whatever cost, this Court does not even mention that Scientology *is* a *religion*. Despite everything Armstrong has said about this fact in hundreds of pages in the record, there is no mention that the enterprise prosecuting Armstrong -- the conglomerate of beneficiaries, and whatever it is that Armstrong must be silent about -- is a *religion*, or a *thought system*, or even a *cult*. This court is helping Scientology hide its *religious* nature, activities and writings in order to achieve an unconscionable result in a secular court, using secular contract law.

Scientology has fought tooth and nail for decades to be accepted as *religion*, and to obtain all the benefits and protections that go with being a *religion*. It has employed countless attorneys and academics to prove by dint of endless repetition and overwhelm that its nature is *religious*, that it is organized for *religious* purposes, that its *activities,* even warring on SPs, are *religious,* and that its writings, even those ordering the battle tactics its troops are to employ to war on SPs, are *religious scripture*. This Court's ignoring of Scientology's nature, purposes, activities and writings in order to reinstate for that organization punishment that a judge with a conscience had remitted a year earlier as unconscionable, is disgraceful.

Along with ignoring Scientology's nature, purposes, activities and writings, this Court has also ignored Armstrong's nature, purposes, activities and writings, for the obvious reasons stated. His nature, purposes, activities and writings are just as *religious* in just the same way as Scientology's are *religious*. It is not believable that California Courts can lawfully enforce this "contract" that so prohibits and punishes inarguably *religious* expressions about *religious* nature, purposes, activities and writings. This Court pronounces the unlawful lawful, and the unconscionable conscionable, in part by ignoring the *religion* and the realities of *religion*, which the case and the contempts are all about. This Court ignores the *religion* happening in order to strip Armstrong's *religious rights*.

This Court states:

> The court, however, found that it would be unconscionable to "punish" Armstrong with liquidated damages in excess of the $800,000 he received as a benefit under the settlement agreement.

The Marin Court actually wrote in her judgment:

> Mr. Armstrong received a benefit under the settlement agreement of $800,000. It would be unconscionable to punish him beyond what the benefit was that was conferred to him.

Judge Duryee did *not* limit punishment that would be unconscionable to liquidated damages. It is particularly shocking for this Court to claim this, because it is for the purpose of inflicting the very punishment Judge Duryee had ruled unconscionable and remitted.

What Judge Duryee intended is shown clearly in the trial transcript.

> Mr. Armstrong received a benefit under the settlement agreement of $800,000. And I think it would be unconscionable to punish him beyond what the benefit was that was conferred to him. He's previously been sanctioned in the sum of $300,000. So my thought is to enter judgment for the Plaintiff, on the admitted violations, of $500,000. And in my view the bench warrants that have been previously issued on the contempt citation, which call for, looks like, around 30 days in jail, I would discharge the jail and the contempt citation, the contempt punishment, with the entry of the judgment of $500,000.

It is clear that Judge Duryee, having read Armstrong's expressions that comprised these violations and having read his statements and arguments in the record, found that sending Armstrong to jail and fining him for his violations of the contract and injunction, was an unconscionable result that shocked her conscience. She acted to limit the application of the contract's clauses so as to avoid any unconscionable result. She had the statutory authority to limit applications of the contract that would result in unconscionable results jailing and fining Armstrong, just as she had the authority to limit the application of the contract that would result in the unconscionable assessment of zillions of dollars in liquidated damages. This Court is quite clearly seeking to reinstate that unconscionable result, something that this Court cannot lawfully do.

This Court states:

> Nor is there evidence to support Armstrong's claim that what occurred was actually a remission of punishment.

To the contrary, what the trial court did, resulting in its May 20, 2004 order re sentences, could *only* be a remission. A remission, in this context certainly, is "a forgiveness or condonation of an offense or injury; or, at common law, the act by which a forfeiture or penalty is forgiven." *Black's Law Dictionary, Fifth Ed.* Judge Duryee accepted that Armstrong had expressed what he was accused of, and that those expressions violated the injunction and constituted contempts. She found, however, that the punishment that was inflicted on Armstrong for those expressions was an unconscionable result. She acted to avoid that unconscionable result by remitting the punishment to which Armstrong had earlier been sentenced. She called the remission a "discharge," because she forgave or dispensed with the totality of the punishment, but it is nevertheless a *remission*. It is unconscionable that this Court asserts that there is no evidence that the remission was a remission when all the evidence shows it was a remission. That this Court is doing the unconscionable for the purpose of reinstating the unconscionable result that was remitted is unconscionably unconscionable.

This Court supports its assertion that the remission was *not* a remission with the assertion that:

> No motion or request to remit was made at the hearing; the court merely announced its intention to "discharge the jail and the . . . contempt punishment[] with the entry of the judgment of $500,000.

This is untrue. The Court stated early in the trial during a discussion about the contempt punishment that she would hold a hearing on it at the end of the trial.

> Mr. Wilson: [ ] he needs to serve the time that he was sentenced to. And he should be sentenced for the third contempt.
> The Court: So he's not been sentenced on the third?
> Mr. Wilson: He's not been sentenced on the third contempt.
> The Court: All right.
> Mr. Wilson: Now, however the court wishes to achieve that result is fine with us.

> The Court: Well, so what occurs to me is to stay the warrants, to set them for a hearing at the end of this case.
> Mr. Greene: That would be great.
> The Court: So there's not a concern about his being taken into custody, but we have a hearing date on the validity of them and the sentencing on the third contempt.
> Mr. Wilson: That's fine. Exs. 16, 300:24-301:14.

The trial transcript is clear that Judge Duryee is talking about having a hearing on the validity of the contempt orders at the end of the case, meaning at the end of the liquidated damages case.

During Mr. Greene's opening statement, Judge Duryee interrupted him in order to tell him that a lot of the evidence he was describing might be evidence in connection with the contempt order, rather than for the liquidated damages case.

> Mr. Greene: [ ] The spirit of the agreement really revealed through some of the terminology, through the one-sidedness on one hand, and some of the actual language --
> The Court: Let me ask you this question, have you seen Judge Smith's order of contempt from July 13 of 2001?
> Mr. Greene: No.
> The Court: Okay. So what strikes me, in listening to your opening statement, is a lot of the evidence that you're describing is not -- does not really relate to this action, but could be -- it might be evidence in connection with Judge Smith's order, because I'm just looking at Judge Smith's order. Exs. 16, 338:18-339:3.

Judge Duryee then proceeded to consolidate the trial on Scientology's liquidated damages claim with the hearing on the contempt orders that she had earlier stated would be *after* the trial.

> So I'm thinking what may make sense, from a litigation economy standpoint, I see that Judge Sutro has recused himself from the 152229 case and I now have that in this department. And I'm thinking that what makes sense is to consolidate these two matters and have the contempt -- further hearing on contempt citation heard at the same time as the trial on this matter.
> Mr. Greene: We would have no objection to that.
> Mr. Wilson: Neither would we.

> The Court: All right. So why don't you take a look at this. I'll give you a moment to take a look at this order. Let's take a ten-minute recess and then we'll resume. Exs. 16, 339:21-340:8.

When Judge Duryee came back after the recess she further clarified that the trial was also a hearing on the earlier contempts, for which warrants had issued, and Judge Smith's contempt order, for which no warrant had issued.

> So one of the issues before us is this one about the outstanding warrants. So Mr. Armstrong is present in court today. So I'm going to take his presence as an appearance on the warrants.
> Mr. Greene: Yes, we'd like that.
> The Court: All right. I am going to order his personal presence during the trial of this matter which means you are not -- you must come to court every day that we are in session. To not come to court would be a violation of the -- of my order for which additional bench warrants could issue. Okay. Also because I am treating this now as a hearing on the sentencing that Judge Smith set. Exs. 16, 340:18-341:4

Thus it is indisputable that a trial or hearing occurred simultaneously, with Scientology's agreement, on both the liquidated damages claim *and* on the validity of the contempt orders, and that whatever evidence Judge Duryee listened to or read could be applied, if relevant, to either matter. This Court's statement that "the court merely announced its intention to discharge the contempt punishments is not accurate.

"No motion or request to remit was made at the hearing" for two obvious reasons. The motion or request to remit is inherent in what attorney Greene stated in his opening argument, which Judge Duryee acknowledged as relating to the contempts even more than it related to the liquidated damages case. A motion or request to remit is also inherent and specifically stated in Armstrong's evidence in the Court record Judge Duryee had before her. See, e.g., Armstrong's opposition to OSC re contempt that was filed before Judge Smith.

> I ask, on the basis of the facts and evidence I have presented and the arguments I have made here, the complete record in this case, on the laws of California, the United States and God, on logic, wisdom and humanity, that this Court deny Scientology's motion, declare the

> Injunction unlawful, cancel the two earlier contempt orders, and withdraw the warrants issued for my arrest in California. Exs. 12:23-27

Judge Duryee refers to Armstrong's opposition in the trial transcript, and this Court mentions it in its decision. The motion to remit was also inherent in the existence of a hearing at all on the contempts. When Judge Duryee stated that she was setting a hearing "on the validity of them," which Scientology agreed to, remission became a logical, lawful and possible result in that hearing.

Additionally, no specific and formal motion or request to remit was made at the hearing for the ridiculously obvious reason that she remitted the sentences *before* any such formal motion or request could be made. Only a nut would move to remit punishment that had, by whatever form or type of court order, already been dispensed with. This Court is saying that because Armstrong and his lawyer were not nuts, and consequently didn't formally move or request Judge Duryee with some special formal words to remit the punishment she had remitted, that punishment must be reinstated. Nuts. By ignoring the reality of the fact that a hearing was held on the validity of the contempt punishments, and that Judge Duryee properly and within her jurisdiction remitted those punishments, and by conducting its own hearing and finding "no circumstances in the record justifying a remission," this Court actually and unlawfully subjects Armstrong to double jeopardy.

The fact that Judge Duryee remitted the punishment *quasi sua sponte*, as she did during the hearing on their validity, is reflective of just what an exceedingly unconscionable result she found that punishment to be. Without more evidence than what she had heard or what she had read in the record before her, she had heard enough to have her conscience shocked and to act to avoid that unconscionable result by remitting it. What she did with her *quasi sua sponte* remission of the unconscionable result is most certainly no legitimate basis whatsoever for this Court to reinstate that unconscionable result.

This Court states:

> In any event, there were no circumstances in the record justifying a remission of the sentences. "In unusual cases, even though a contempt judgment is sustained, if the violation was the result of an honest mistake of law, and compliance is ultimately obtained [italics added], either the trial or appellate court may grant a remission of punishment [ ] Although Armstrong offers many arguments to support his position his sentences should have been remitted—for example, that his violations of the agreement were expressions of his religious beliefs—he has not argued or shown that in violating the injunction he operated under an honest mistake of law. And, Armstrong makes no claim that he has complied, or will ever comply, with the injunction. Indeed, he repeated at oral argument his position that compliance is "literally impossible."

As has been shown, the assertion that there were no circumstances justifying Judge Duryee's remission of the sentences is false. This Court cannot simply assert away these circumstances, however, by stating falsely that they don't exist. The circumstances exist.

This *is* an unusual case. Armstrong has searched in vain for any other case in California where a person has ever been jailed for expressing his *religious beliefs* about a *religion*. Nor has he found any other instance where a Court, as this Court is doing, has declared conscionable and reinstated punishment, with or without even ordering a hearing, which a lower court had declared unconscionable and remitted. Nor has Armstrong found any case where there has been a judicial enforcement of any contract as unconscionable as Scientology's contract, or one which, post-Emancipation Proclamation, so enslaved an individual, so stripped him of so many rights, so allowed the punishment this Court is so willing to reinflict, and was so one-sided. It appears possible that in the history of California jurisprudence perhaps there has never been so unconscionable a decision in such an unusual case, which said not one word about the one-sidedness and cruelty that made it all unconscionable. So the case *is* unusual.

It's also unusual because Scientology is the petitioner herein, it is the entity that would persecute Armstrong forever, and the entity about whom he necessarily speaks to nullify all persecution. These words quite clearly are given with the hope and

prayer of nullifying Scientology's effort, which this case and matter are, to persecute him. Having a Scientology case to judge is unusual, because of Scientology's war against judges, a phrase that stuck after a 1980 *American Lawyer* article with that title, as well as Scientology much broader war against Suppressive Persons, which this court abets, and for the *religion's* reputation for dishonesty and rapacity. Everything makes this an unusual case.

The factual assertion that Armstrong has not shown that in violating the injunction he operated under an honest mistake of law is untrue, although actually irrelevant. This Court even identifies a mistake of law that it says Armstrong operated under, although as it is worded it is irrelevant and not a mistake of law he was operating under at all.

> He contends that the first contempt order was improper because he was within his rights to submit a declaration in a CSI litigation matter despite the contract prohibiting him from doing so because he was reporting a crime to the court.

Armstrong did believe he was reporting a crime, and he believed that no contract could lawfully prevent the reporting of a crime. It is easy to see where any reasonable person would honestly believe something like that. The alternative, of contracting with people to not report crimes, would sound to a reasonable and honest person like a criminal conspiracy or blackmail. This Court doesn't really say if reporting future crimes is a right that the victims of the crimes, or anyone, can contract away. And of course the Court cannot state the truth because it could not then order the unconscionable punishment Scientology has got it to reinflict on Armstrong.

If a contract *cannot* lawfully prohibit the reporting of a crime, then Armstrong was justified in reporting that crime, and Judge Duryee was justified in remitting the punishment for reporting that crime. If a contract *can* lawfully prohibit the reporting of a crime, then Armstrong was honestly mistaken and operated under that mistake of law, and again a basis existed for Judge Duryee to remit the punishment. No one has ever shown Armstrong where a contract that prohibited reporting future crimes was

ever declared lawful, and he honestly believes that criminal conspiracies and blackmail are not lawful. Thus he really is honest in his mistake, if he really is mistaken.

As is obvious, Armstrong has been stating for years that the injunction is unlawful, and that only *lawful* orders must be obeyed. If Armstrong is under a mistake of law, it is certainly honest, since what reasonable person would have dreamed that *unlawful* orders *must* be obeyed. Armstrong has operated under that belief about the law, whether mistaken or not, from the moment the Marin Court issued the order that made him examine its lawfulness. If Armstrong is not under a mistake of law, and unlawful orders do *not* have to be obeyed, then Armstrong was justified in not obeying the order, Judge Duryee was justified in remitting the punishment for not obeying the order, and this Court is *not* justified in reinstating that punishment. Obviously this Court wants Armstrong to get the message that unlawful orders, including its own unlawful order here, *must* be obeyed just as if they were lawful. But that would be a *dishonest* mistake of law.

Armstrong mentioned above this Court's ignoring of the *International Religious Freedom Act of 1998*. This Court also ignored the fact that this is a law he believed made his *religious expressions* lawful, made Scientology's effort to suppress and punish those expressions abominable, and even encouraged him to express his *religious expressions* as called. He certainly lives outside the U.S. and practices his religion outside the U.S., so the IRFA unquestionably applies to him. If the IRFA really does protect him in this circumstance and encourage his expression of his *religious beliefs*, as its language very clearly states, then he was justified in expressing the *religious expressions* he expressed, Judge Duryee was justified in remitting his punishment for those expressions, and this Court is not justified in reinstating that punishment. If the IRFA is a sham or a joke, or there is some exception for Scientology's victims, then Armstrong was under an honest mistake of law thinking it was real, serious and for everyone, and again there is a justification for remission.

This Court ignores Armstrong's dependence on the First Amendment to the U.S. Constitution.

> Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.
>
> There can be no doubt that all of Armstrong's utterances for which Scientology wants $50,000 per utterance and wants Armstrong jailed and fined, whatever else they may be, are his religious expressions of his religious beliefs, which, as guaranteed by the First Amendment cannot be prohibited. Opp. 26-27

If Armstrong is right, he is justified in expressing his *religious expressions* because the First Amendment guarantees his free exercise of his *religion*, Judge Duryee is justified in remitting the punishment for those expressions, and this Court is not justified in reinstating that punishment. If Armstrong is wrong, then his mistake about the First Amendment's *religion* clause is an honest one that virtually every American shares.

Armstrong also states his belief that the contractual terms Scientology seeks to enforce against him could not lawfully be enforced in Canada, because they are an impermissible deprivation of Armstrong's fundamental freedoms in violation of the *Canadian Charter of Rights and Freedoms* and the *European Convention for the Protection of Human Rights and Fundamental Freedoms*. Opp. 7-9 If he is honestly mistaken, or if he is right, about these human rights charters outside the U.S., he was justified in expressing all the *religious* expressions he expressed in Canada and in Europe, Judge Duryee was justified in remitting his sentence for his expressions, and this Court is not justified in reinstating that sentence.

Armstrong has presented his conclusion that what Scientology is doing in its campaign to silence and crush Armstrong, and destroy his rights and privileges secured to him by the Constitution or laws of the United States, constitutes a crime, specifically a violation of 18 U.S.C. §241, Conspiracy Against Rights. RB, 3;Opp, 26. If Armstrong is right, of course, he cannot

lawfully be prohibited from communicating about that criminal conspiracy. If he is wrong, he is under an honest mistake of law.

If this Court honestly believed that Armstrong was *not* under a mistake of law about all or any of the laws he identified as permitting him to do what he did, then Armstrong was correct that those laws did indeed permit him to do what he did. If this Court honestly believed that Armstrong *was* under a mistake of law, then this Court dishonestly stated otherwise, and for the improper purpose of inflicting unconscionable punishment on him. Certainly Armstrong did not hide his honest belief about the many laws that permitted him to do what this Court would punish.

This Court uses Armstrong's failure to make any claim that he has complied, or will ever comply, with the injunction to unconscionably punish him, rather than apply this fact where it should be applied. What Armstrong is claiming is that it is *impossible* for him to comply with the injunction. This Court even notes, albeit sarcastically and to support its unconscionable desire to punish Armstrong, that he claimed that compliance is "literally impossible." Attorney Greene stated his understanding of why compliance was impossible for Armstrong at the trial.

> during the break, when I was reading the contempt order, what came primarily to mind is the issue of whether or not, when confronted with being attacked or disparaged by Scientology, Mr. Armstrong is capable of keeping his mouth shut. I don't think that he is. I don't think any human being could be.
>
> It's something like someone who has been a rape victim, and being told you cut a deal with your rapist and you have to keep your mouth shut about it.
>
> There is some things I think that go to the guts of being human. There are some things that in the guts of being a human have to do with telling the truth, have to do with being a good person, have to do with helping people who have been hurt in a way that -- with respect to which one has intimate first-hand knowledge. And with respect to that, I don't know if it's humanly possible to suppress justice in oneself, to suppress love of people in oneself, to suppress love of the truth in oneself and to simply say I no longer am willing or can do the right thing.

> I don't know, in general, for an honest person, whether that's possible. For Mr. Armstrong, I don't think that it is. It's like there's decades of his life and those decades are supposed to disappear. Those decades that had everything to do with his idealism, had everything to do with, as a young man, developing his sense of right and wrong, are supposed to be cut out and discarded. Maybe he could do that if he didn't get hammered and lied about. But when he did, I don't think there's any way that he could keep his mouth shut.
>
> So what's going on, in my view, here, it's not contract. It's one man who's had the courage to stand up against a horribly pernicious organization and tell the truth irrespective of the consequences. In one person's eyes he may be a hero, another person's eyes a scofflaw and a bad guy. Exs. 16: 342:28-344:11.

Clearly the impossibility of Armstrong staying alive in this world and not violating the contract and injunction must have the same weight in the consideration of remissions of punishment as his compliance would have *if* compliance were possible. Obviously it is Scientology's nature, purposes and activities, *religious or not*, that make compliance impossible. No one in his right mind would run up a liquidated damages tab in the trillions mentioning an obscenely litigious and vindictive totalitarian cult, and risk going to prison for the rest of his life for mentioning that cult, if it was not impossible to not mention it! It would even be impossible for Armstrong to get this Court and every court to understand it's impossible for him not to speak about Scientology if he doesn't talk about it. The impossibility of the contemnor complying with the order cannot but be an absolute mitigating factor for remission of any punishment inflicted on him for that noncompliance.

II. Legal Errors

The most colossal legal error in this Court's decision, is its improper use of a few very limited, and here virtually irrelevant, slivers of law, selected by Scientology to govern the case, in order to pronounce that Judge Duryee lacked the authority to remit the punishment against Armstrong, while this Court completely ignores the clear and powerful California statute, C.C.C.§1670.5, which specifically gave her that authority in exactly that circumstance.

What she did in every way confirmed that she possessed, and knew she possessed, the authority that statute gave her to avoid an unconscionable result. She remitted the sentences. If she had not, she would have failed to act to avoid a result that appeared to her unconscionable after her conscience was shocked. Her conscience was shocked when she grasped the facts in the record before her, which this Court religiously and improperly evades and alters.

Judge Duryee clearly applied C.C.C.§1670.5 to limit the application of the contract's liquidated damages penalty *and* limit the application of the contract's silence requirement to avoid both unconscionable results that Scientology sought in the consolidated trial or hearing. Armstrong argued in some breadth in his briefs that C.C.C.§1670.5 was the law to be applied in the case, in both Scientology's appeal and in its writ petition.

Armstrong argued that if Scientology was dissatisfied with its punishment of him being ruled unconscionable, its recourse by law was not to try to get this Court to pronounce the unconscionable conscionable, which, perversely, this Court has done. Scientology's remedy was to avail itself of the opportunity C.C.C.§1670.5 afforded a party in Scientology's shoes to present evidence on the contract's commercial setting, purpose and effect to get the Marin Court to change its mind about the unconscionability rulings. If after the hearing on the contract's commercial setting, purpose and effect the Marin Court still found the unconscionable contract unconscionable, then Scientology could seek review of that judgment in the Court of Appeal.

Instead and improperly, without availing itself of a C.C.C.§1670.5 hearing, Scientology filed an appeal to get this Court to reverse the judgment limiting the unconscionable result of the application of the liquidated damages clause, and filed a writ petition to get this Court to vacate the order discharging the unconscionable result of the application of the contract's injunctive relief clause. This Court ignores the statute and Armstrong's arguments thereon utterly, which is more shocking than just fishy, and worse, this Court does so in order to inflict the unconscionable.

This Court ignores the fact that C.C.C.§1670.5 is still the law to be applied, and the lawful decision this Court must make, if it does not rehear this matter, rethink its law and logic, and deny Scientology's petition, is to direct the trial court to conduct the evidentiary hearing that C.C.C.§1670.5 mandates, on the contract's commercial setting, purpose, and effect to aid that court in making the determination as to whether the punishment is unconscionable as that court found. This Court seriously overstepped its authority to do something wrong, and it must back up and correct that wrong.

This Court is actually engineering an unlawful denial of due process. It seeks to leap over the evidentiary hearing that is the proper remedy, and send Armstrong directly to jail and fine him without a fair hearing. This Court does so by willfully ignoring reality and law and even inventing facts. This particular assault on Armstrong's rights is particularly cruel because the punishment this Court wants to inflict on Armstrong has already been ruled unconscionable and remitted.

Armstrong stated very clearly in his briefs that in addition to it appearing to *Judge Duryee* that some clause or clauses of Scientology's contract were unconscionable, he himself also *claimed* that some clauses were unconscionable, and he stated that he desired to avail *himself* of the evidentiary opportunity that C.C.C.§1670.5 afforded him to prove that unconscionability. There has been no such evidentiary hearing in this case from its inception. Armstrong has never had the opportunity to present evidence as to contract's commercial setting, purpose and effect.

Scientology has gone to extraordinary, and Armstrong believes unlawful, lengths to prevent him from receiving a fair trial or fair hearing in this case, specifically on the circumstances at the time of the signing of the contract, on its purpose, and on its effects. The fact that Scientology has gone to such extraordinary and unlawful lengths to prevent such a hearing must be construed as evidence of the contract's unconscionability, and of Scientology's guilty knowledge of its unconscionability. The contract has always been unconscionable, and up until the

2004 trial, Scientology had successfully prevented that finding being made and successfully prevented Armstrong from receiving a hearing on that unconscionability.

Scientology's appeal and writ petition to this Court also prevented Armstrong from receiving a C.C.C.§1670.5 hearing. There was also, of course, no urgent need until this Court's October 19 decision for Armstrong to avail himself of such a hearing, since Judge Duryee had, even without conducting a specific C.C.C.§1670.5 hearing, adjudged both the astronomical liquidated damages punishment and the contempt punishment Scientology sought, unconscionable. Scientology's last minute voluntary dismissal of its appeal, of course, means that Scientology has accepted Judge Duryee's judgment, which specifically states that it would be unconscionable to punish Armstrong beyond what the benefit was that was conferred to him.

The punishment that this Court is now inflicting is, as Judge Duryee's orders and the trial transcript make very clear, beyond the benefit conferred to Armstrong and consequently unconscionable. Although this Court mentions that Scientology had dismissed its appeal of Judge Duryee's judgment, this Court completely ignores the *effect* of that dismissal on the contempt punishments, and on Scientology and what it is seeking in its writ petition. In order to successfully ignore this effect, as has been shown, this Court even misstates the judgment's language as finding it would be unconscionable to punish Armstrong with *liquidated damages* beyond the benefit conferred to him. The judgment states that *any* punishment of Armstrong, which certainly included the contempt punishments before Judge Duryee, beyond the benefit conferred to him was unconscionable.

This is also made crystal clear by the order re sentences that links the contempt punishment to the unconscionability judgment, and the remittance or discharge of that punishment to entry of that judgment. Although Scientology's appeal could conceivably have stayed the application of the judgment to the contempt punishment, with Scientology's dismissal of the appeal of that judgment, the judgment now unquestionably prevents this Court's doing what it has done, which is inflict more unconscionable punishment on Armstrong.

The reasons why this Court evades C.C.C.§1670.5 on which this case actually turns, while torturing the facts to make the case appear to turn on *8 Witkin, Cal. Procedure* (4th ed. 1997) Enforcement of Judgment, § 347, p. 355 and *City of Vernon v. Superior Court* (1952) 39 Cal.2d 839, 842-843, are clear. If this Court mentioned C.C.C.§1670.5, it would have to address what in the record in the trial court shocked Judge Duryee's conscience so much that she ruled both the liquidated damages atrocity and the contempt punishments unconscionable. Furthermore, if this Court identified those facts that shocked her conscience, this Court could not state, as it falsely states, that there were no circumstances in the record justifying a remission.

Armstrong doesn't have to show, and it's dishonest of this Court to pretend to search for and declare missing from the record, that he operated on an honest mistake of law, or that he complied with the order, or that the case was unusual. Judge Duryee almost certainly observed that the case is unusual, but probably did not give Armstrong's mistakes of law or his failure to comply much weight or notice in her examination of the unconscionability of the punishment Scientology sought to inflict on Armstrong. Her findings of fact focused on the indicia of unconscionability, not on the irrelevancies this Court can't find in the record.

In order to avoid confronting the fact that Judge Duryee had, pursuant to C.C.C.§1670.5, ruled the contempt punishments against Armstrong unconscionable, this Court ignores all the findings of fact she made on which that unconscionability ruling was based. She found that the contract's clauses pursuant to which Armstrong was being punished were completely one-sided.

> And that particular provision was not bilateral, it was unilateral. So that even if the church said horrible things about Mr. Armstrong, he is not justified to violate the terms of the settlement agreement, but would have other remedies under the law.
>
> So where does that leave us?
>
> Here is my thought. Exs. 16, 350:12-19

It was immediately after this finding that Judge Duryee stated her ruling that it would be unconscionable to punish Armstrong beyond the benefit conferred to him,

limited the liquidated damages to what had been conferred to Armstrong, *and* remitted the contempt punishment. One-sidedness is, of course, an indicium of contractual unconscionability. From *Black's*, *supra*:

> Typically the cases in which unconscionability is found involve gross overall one-sidedness or gross one-sidedness of a term disclaiming a warranty, limiting damages, or granting procedural advantages. (citing to *Kugler v. Romain*, 58 N.J. 522, 279 A.2d 640)

Judge Duryee also determined that the punishment Scientology sought to inflict on Armstrong had no time limit, and consequently that he could be punished by liquidated damages, jail sentences and fines the rest of his life, a patently unconscionable condition.

> The Court: So your position is once he made that deal he forever gave up his rights to speech against the church?
> Mr. Wilson: He did. Exs. 16, 309:22-25

Judge Duryee determined that Judge Thomas had stripped Armstrong of all his affirmative defenses until the end of time. She obviously found that condition unconscionable because she ruled the punishment Scientology was seeking unconscionable, and unconscionability is, as even this Court observes, one of Armstrong's affirmative defenses. Her judgment and Scientology's dismissal of its appeal of that judgment confirm that, at least regarding Scientology's contract, unconscionability trumps *res judicata*. It is never too late, contrary to what this Court asserts, to declare a contract unconscionable and limit its application to avoid unconscionable results.

Judge Duryee very likely found that jailing and fining Armstrong for expressing his *religious experiences* and *religious beliefs* about the Scientology *religion* was unconscionable. She probably found it unconscionable that Scientology sought to punish Armstrong for these *religious expressions* expressed in Canada and Europe. She probably also found it unconscionable that the organization seeking to punish Armstrong is a wealthy totalitarian cult that sought this punishment pursuant to its unconscionable *religious* Suppressive Person doctrine. That these things are

unconscionable is why this Court deliberately ignored them to order reinstated the unconscionable punishment Judge Duryee had remitted.

Judge Duryee almost certainly found this Court's 1997 dismissal of Armstrong's appeal of the Thomas injunction unconscionable. Scientology engineered that dismissal on the basis of Armstrong not serving the jail sentence for sending his crime report declaration to the Federal Judge, the very punishment Judge Duryee found unconscionable. Obviously this Court ignores the circumstances surrounding its dismissal of Armstrong's appeal, including what he reported, the subpoena, and no service on Armstrong of any application or OSC, because what this Court did was indeed unconscionable.

To escape responsibility for its earlier cruel abetment of Scientology's unconscionable war on Armstrong, this Court now orders another unconscionable cruelty, which had already been declared unconscionable. This Court does the unconscionable by declaring it has nothing to do with unconscionability, and serving up facts about anything but.

III. Conclusion

Armstrong asks this Court to examine its consciences and the record, set this matter for rehearing, and/or deny Scientology's writ petition, and/or direct the Marin Superior Court to conduct an evidentiary hearing in compliance with C.C.C.§1670.5.

Dated: November 1, 2005

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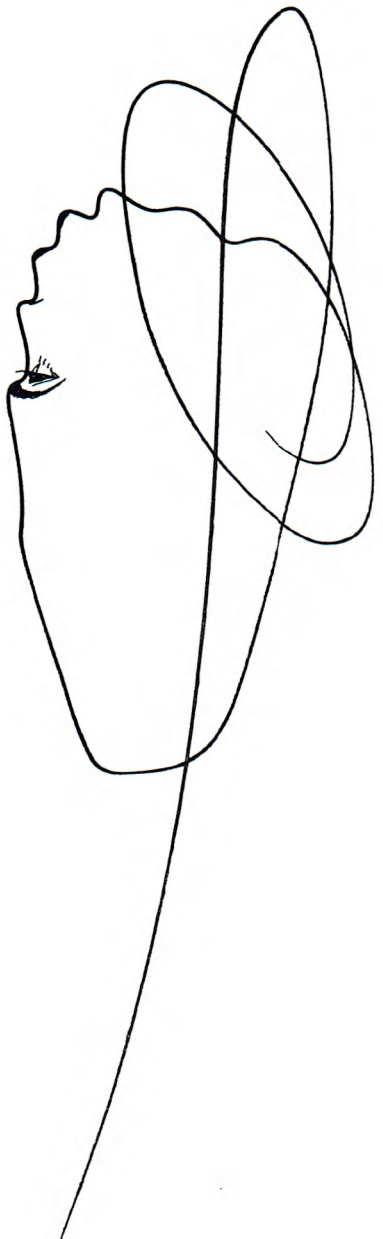
CERTIFICATE OF LENGTH

Pursuant to Rule 14(c)(1) of the California Rules of Court, respondent Gerry Armstrong certifies that the number of words in this brief, according to the word count of the computer program used to prepare the brief, is 13,962 words.

Gerry Armstrong



From - Tue Sep 02 0 5:00 1997
Path: nntp.earthlin et!mr.net!zdc-e!super.zipp .!lotsanews.com!howland.erols
.net!infeed1.internetmci.com!newsfeed.internetmci.com!199.60.229.5!feta.direct.ca
!newsfeed.direct.ca!news.bctel.net!news.rapidnet.net!not-for-mail
From: armstrong@ntonline.com (gerry armstrong)
Newsgroups: alt.religion.scientology
Subject: Tilman's Question Re 1982 PI Harassment of G Armstrong
Date: Tue, 02 Sep 1997 03:15:51 GMT
Organization: Rapidnet Technologies Internet
Lines: 83
Message-ID: <340b84e3.6433090@news.rapidnet.net>
NNTP-Posting-Host: cp030.rapidnet.net
X-Newsreader: Forte Free Agent 1.11/16.235

Tilman asked the following question which I found on Deja News. (I don't get all ars posts on my news reader.)

In <3403bcf7.13770246@news.rapidnet.net>, armstrong@ntonline.com (gerry
armstrong) wrote:

>also hired individuals who followed and surveilled GA, assaulted
>him, struck him bodily with a car, and attempted to involve him in
>a freeway accident.

Can you tell us more about this? I would like to hear the name of these
people.

The PIs hired by Scientology who harassed my wife Jocelyn and me in the summer of 1982 were from the Tin Goose Agency in southern California.

I think the principles in the company were Gene Tinch and Henry Goosen, who, I also think, they were ex LA law enforcement officers.

Scientology had PIs stake out our home, follow us and generally terrify us around the clock for about a month period in 1982, until a LA Superior Court judge let them know they better knock it off.

I was never able to get the names of the individuals who made the criminal contact with me, although I saw one of them later by chance on TV.

I picked up surveillance outside my home in Costa Mesa, California sometime in or around May, 1982. In August I was able to detain a PI by putting my leg under his car wheel and having Jocelyn call the local police. I was able to get this person's name through the police, although I don't have it with me at this time. Greg something, I believe.

Later in August I again spotted surveillance across the highway from my home; a guy with binoculars in a car. I slipped out of my home with a camera, without the guy knowing. I approached him, taking his photo as I moved toward him. He moved toward me and pushed me around with his hands, striking my chest. I yelled assault, told him to take his hands off me, waved at passing traffic, and yelled to Jocelyn, not knowing if she could hear me. The guy then began pushing me around with his body. I figured he wanted to maneuver me behind nearby buildings out of sight of passers-by, where he could take care of me. I can't help being unlarge, unintimidating and unable to beat on much bigger bullies. Thankfully Jocelyn rolled up in our car, and the guy

E

took off.

Some years later I saw the guy on TV acting as corner man for Michael Nunn. Nunn was a world class boxer, I think middle weight, and may have held a title or two. He was then managed by the Tin Goose group. Tinch and Goosen had apparently branched out into training/managing professional boxers. The corner man, who had assaulted me in 1982, was identified by the commentator as a brother of Henry Goosen.

On another occasion, also in August, 1982, another one of the PIs was following Jocelyn and me during our lunch break from our work. We both were very weary and distraught from the 24 hr a day following and spying on us. I stopped and got out of our car and approached his vehicle. He swung toward me and smacked my elbow with the side of his car.

The same guy later got right in front of us on the highway and slammed on his brakes. We had an old Datsun 510, in not very good condition. A first car after the Sea Org; which other SO escapees would understand. So the incident was pretty terrifying.

We went past the guy; then he came along side and crossed into our lane as if to force us off the highway. I think we all were very fortunate that no crash occurred, because this guy was doing things which were reckless and criminal.

I have photos (not with me) of four of the PIs and a detailed chronology of these events and the rest of the harassment from that period.

That period, by the way, is during David Miscavige's running of Scientology, and running of its PIs. These events cannot be ascribed to the criminal Guardian Office.